

## **ARTICLE 3**

### **DEFINITIONS**

#### **Section A. Appointing Authority.**

For purposes of this Agreement, the Appointing Authority shall be defined as the single Executive heading a principal Department or those persons designated by them as being authorized and responsible to administer personnel and labor relations functions of the Department.

#### **Section B. Work Location.**

Work location shall be defined as all the premises of a Department in a county, except that each of the following shall be considered a separate work location:

A building or group of buildings which constitute a facility, correction center, or camp in the Department of Community Health or the Department of Corrections.

It is understood that each of the agencies listed in Appendix A of this Agreement is a separate work location. It is also understood that, except as may be agreed differently between the Department of Corrections and the Union:

- CMOs and CMUOs at Duane Waters Hospital are a work location separate from the Egeler Facility work location.

#### **Section C. Probationary Employee.**

The term "probationary employee" as used in this Agreement relates to all employees who have not satisfactorily completed the required initial probationary period of hours worked in the state classified service.

#### **Section D. Secondary Negotiations.**

As used in this Agreement, "Secondary Negotiations" is recognized as having that meaning provided in the Civil Service Rules and Regulations. No secondary negotiations on any subject shall take place except as specifically authorized by an Article of this (Primary) Agreement, or by mutual agreement of the Union and the Office of the State Employer. It is understood that no provision of a secondary

agreement shall take precedence over any provision of this (Primary) Agreement.

Any agreements reached in secondary negotiations shall not be final or enforceable unless and until approved by the Office of the State Employer, the Union, and the Civil Service Commission. Secondary agreements shall terminate simultaneously with this (Primary) Agreement unless extended by mutual agreement of the parties and approved by the Civil Service Commission. Should the parties fail to agree on any subject referred to or permitted in secondary negotiations by this Agreement or the mutual agreement of the Union and the Office of the State Employer, such subjects may be submitted to Impasse resolution procedures as provided in the Civil Service Rules and Regulations.

**Section E. Letter of Understanding.**

As used in this Agreement, a Letter of Understanding is a written understanding and/or agreement entered into between the Union and the Office of the State Employer and approved by the Civil Service Commission which interprets, applies, supplements, modifies or amends one or more provisions of Civil Service Rules and Regulations (the subject matter of which is not a prohibited subject of bargaining), this Agreement or a secondary agreement; they are enforceable only as to their terms. Local agreements (such as mutually approved minutes of labor/management meetings), while instructive as to those parties wishes, expectations, and intent, are not Letters of Understanding.